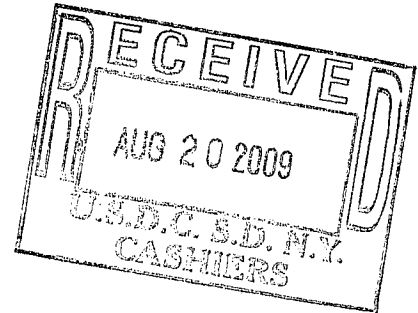


JUDGE MARRERO

'09 CIV 7351

Bennett, Giuliano, McDonnell & Perrone, LLP
Attorneys for Plaintiff
Minimal Enterprises Company
494 Eighth Avenue, 7th Floor
New York, New York 10001
Telephone: (646) 328-0120
Facsimile: (646) 328-0121
William R. Bennett, III (WB 1383)



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
MINIMAL ENTERPRISES COMPANY

09-CV-

Plaintiff,

VERIFIED COMPLAINT

-against-

BCT CHEMTRADE CORP.,

Defendants.
-----X

Plaintiff, MINIMAL ENTERPRISES COMPANY, by its attorneys, Bennett, Giuliano, McDonnell & Perrone, LLP, complaining of the Defendant, BCT CHEMTRADE CORP., herein, alleges upon information and belief as follows:

1. This is a case of Admiralty and Maritime jurisdiction, as hereinafter more fully appears, and is an Admiralty and Maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times hereinafter mentioned, Plaintiff, Minimal Enterprises Company (hereinafter referred to as "Minimal") was, and now is, a corporation or other business entity duly organized and existing under and by virtue of the laws of a foreign country, with an office and principal place of business in a foreign country and was the registered owner of the vessel LIQUID CHALLENGE.

3. At all times material hereto, defendant BCT CHEMTRADE CORP. (hereinafter referred to as "BCT"), was, and still is, a corporation or other business entity organized and existing under the laws of a foreign country with a principal place of business in Switzerland.

4. On or about January 14, 2009, Plaintiff and Defendant entered into a maritime contract, commonly referred to as a Mate's Receipt, for the charter of space on the vessel LIQUID CHALLENGE (hereinafter the "Vessel"). Pursuant to the terms of the Mate's Receipt, the Defendant had a contractual obligation to discharge cargo at the designated discharge port. *Copy of plaintiff's Mate's Receipt, protest letter, and additional documentation are attached hereto as Exhibit A.*

5. The Vessel was timely delivered into the service of Defendant. *Copy of the Notice of Readiness is attached hereto as Exhibit B.* The vessel's tanks were deemed suitable to receive and transport Defendant's cargo. *Copy of Certificates of Cleanliness are attached hereto as Exhibit C.*

6. However, upon the completion of loading, it was found that the Defendant's cargo was contaminated. Despite these findings, Defendant instructed the Vessel to sail towards the discharge port. Upon arrival at the discharge port, the receivers rejected a portion of the cargo.

7. Further, Plaintiff retained a marine surveyor to investigate whether it was possible to discharge the cargo at the discharge port. The surveyor found a potential buyer at the discharge port who was prepared to take delivery of the contaminated cargo at a better price than the one eventually obtained by Defendant when the Vessel returned to Europe. Plaintiff incurred expenses in the amount of \$21,172.11 for the services provided by the marine surveyor.

8. In breach of the contract, the Vessel returned to Europe to discharge the contaminated cargo.

9. Defendant improperly deducted \$45,672.00 from the money owed to Plaintiff for hire of the Vessel. *Copy of Correspondence relating to defendant's and the Hire Statement issued by Defendant attached hereto as Exhibit D.*

10. Defendant has failed to make full payment for the money due and owing to Plaintiff, and is therefore in breach of the charterparty.

11. This action is brought *inter alia* pursuant to 9 U.S.C. § 8 in order to obtain security for Plaintiff's claims made or to be made in London, England.

12. All disputes to be submitted to London arbitration with English Law to apply. As a regular feature of English law, attorneys fees are awarded to the successful litigant, along with costs, disbursements, the cost of the arbitration, and interest, all of which constitutes a part of Plaintiff's claim in admiralty and the amount sued for herein.

13. Plaintiff will commence arbitration and/or other legal proceedings against the Defendant in accordance with the terms of the Court's Order.

14. Plaintiff estimates, as nearly as can presently be computed, that the recoverable legal expenses and costs of prosecuting its claims in London will be approximately US \$28,000.00. Interest anticipated to be awarded is estimated to be US \$2,700.00 (calculated at the rate of 2% per annum) for a period of two (2) years, which is the estimated time for completion of the proceedings in London), on the base amount of US \$66,844.11.

15. In all, the claim for which Plaintiff sues for breach of the maritime contract, as near as presently may be estimated, totals US \$97,544.11, no part of which has been paid by Defendant. Plaintiff specifically reserves its right to amend this figure and to seek an increase in the amount of security should such sum appear to be insufficient to fully secure plaintiff.

16. Defendant routinely does business in U.S. Dollars and through New York financial institutions.

17. Upon information and belief, and after investigation, Defendants cannot be “found” within this District for the purpose of Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims, but Defendants will have during the pendency of this action, assets within this District comprising, *inter alia*, cash, funds, escrow funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or for the benefit of defendants (collectively hereinafter, “ASSETS”), including but not limited to in their names and/or being transferred for their benefit funds, moving through, or being transferred and/or wired to or from banking institutions or such other garnishees who may be served with a copy of the Process of Maritime Attachment and Garnishment issued herein because defendant conducts business internationally in US Dollars and all electronic fund transfers are processed by intermediary banks in the United States, primarily New York.

18. The total amount sought to be attached pursuant to the above is US \$97,544.11.

WHEREFORE, Plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against Defendant citing it to appear and answer the foregoing;

2. That if Defendant cannot be found within this District pursuant to Supplemental Rule B that all tangible or intangible property of Defendant up to and including US \$97,544.11 be restrained and attached, including, but not limited to any cash, funds, escrow funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or being transferred from or for the benefit of Defendant, including but not limited to assets in their names and/or being transferred for their benefit, through, or within the possession, custody or control of such banking institutions and/or any such other garnishees who may be served with a copy of the Process of

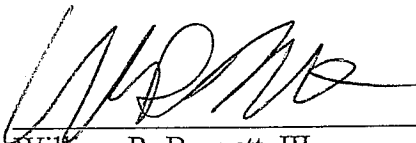
Maritime Attachment and Garnishment issued herein, including, but not limited to, ABN AMRO Bank, American Express Bank, Bank Leumi USA, Bank of America, N.A., Bank of China, Bank of New York, Bank of Tokyo –Mitsubishi JFJ Ltd., Barclays Bank, BNP Paribas, Citibank, N.A., Deutsche Bank USA, Fortis Bank, HSBC Bank USA, N.A., JP Morgan Chase Bank, N.A., Malayan Banking Berhad, Overseas Chinese Banking Corporation, Standard Chartered Bank, United Overseas Bank, and Wachovia Bank, N.A.

3. That this Court retain jurisdiction over the matter for any further or supplemental proceedings as may be necessary, including but not limited to the recognition and enforcement of any award entered against the defendant in the foreign proceedings; and,

4. For such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York
August 17, 2009

Bennett, Giuliano, McDonnell & Perrone, LLP
Attorneys for Plaintiff




William R. Bennett, III
494 Eighth Avenue, 7th Floor
New York, New York 10122
Telephone: (646) 328-0120
Facsimile: (646) 328-0121

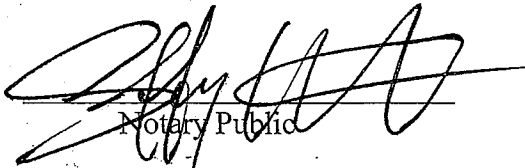
ATTORNEY VERIFICATION

WILLIAM R. BENNETT, III, being duly sworn, deposes and says as follows:

1. I am a partner at the law firm of Bennett, Giuliano, McDonnell & Perrone, LLP, attorneys for Plaintiff in this action, I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.
2. The sources of my information and the grounds for my belief are communications, information and documentation provided by our client and/or by solicitors representing our client.
3. The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial district


William R. Bennett, III

Sworn and subscribed to before me
this 20th day of August 2009


Notary Public

JEFFREY R. KRANTZ
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02KR6128569
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JUNE 13, 2013

Z:\Case\w\072909\072909.docx

EXHIBIT A

MATE'S RECEIPT

"CLEAN ON BOARD"

NOTIFY:

Moa Nickel S.A.,
Carrera del Puerto S/N,
Moa Holguin, Cuba,
Tel: +53 24 62401
Fax: +53 24 62401
Attn: Gerardo Garcia
Idania Rodriguez

LOADING TEMPERATURE:
+20 DEGREES CENTIGRADE

MELTING POINT:
-5 DEGREES CENTIGRADE

VISCOSITY : 23 MAPS

~~One original Bill of Lading retained on board against which Bill of Lading delivery of cargo may properly be made on instructions received from Shipper/Charterers~~

Shipped in apparent good order and condition by BCT Chemtrade Corp.
Grienbachstrasse 17, CH-6300 Zug / Switzerland

on board the MARSHALL ISLANDS Motorship "Liquid Challenge" Voy 12/2009 Contract Number 21058

whereof CAPT VALERIE IGNATOV is Master, at the port of HAMBURG, GERMANY

1 LOT SULPHURIC ACID IN BULK 9.959.475 KOS

a quantity said to be tons barrels gallons of
the quantity, measurement, weight, gauge, quality, nature, value and condition of the cargo unknown to the vessel and the Master, the vessel or master are not responsible for quantity, measurement, weight, gauge, quality, nature, value, condition and contamination and discoloration of the

cargo to be delivered at the port of MOA BAY, CUBA

or so near thereto as the Vessel can safely get, always afloat, unto Moa Nickel S.A., Carrera del Puerto S/N, Moa Holguin, Cuba, Ph: 53 24 62401 / fax : 53 24 62401 Attn: Gerardo Garcia - Idania Rodriguez

or order on payment of freight at the rate of "FREIGHT PAYABLE AS PER CHARTER PARTY"

This shipment is carried under and pursuant to the terms of the Charter dated 20th November 2008

at between

and

all the terms whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936 or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharge being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In Witness Whereof, the Master has signed 3 (THREE) Bills of Lading of this tenor and date, one of which being accomplished, the other will be void. 12.04.09
Dated at HAMBURG this day of

MASTER

Letter-26.0

**PROTEST LETTER****Ship: M/T LIQUID CHALLENGE****Voy: 103/BCT #12****Port: HAMBURG, GERMANY****Date: April 12th, 2009**

Loading or Discharging: LOADING
 Cargo(es): SULPHURIC ACID
 Berth/Terminal: VOPAK, DUPEG #4

Please be advised that the vessel completed the loading operation at your terminal at 20:20hrs of April 12th and cargo samples drawn from the vessel's tanks. On completion of sampling 2 out of the 14 samples appear to be discoloured and further sampling and investigation was required to determine the source of this discolouration. To do so the vessel should be remain alongside at your terminal but due to your decision to book another vessel for the same berth, my vessel forced to leave the berth prior to complete the above mentioned investigation.

I, the Master of the Vessel, hereby lodge protest accordingly, and we, including my disponent Owners, hold you and/or Charterers responsible for any cost, delays, losses, contamination, expenses, damage and consequences. Further on behalf of my owners and or any other party concerned, I reserve their rights to refer to this matter at a future time.

TENDERED TO: VOPAK, DUPEG-HAMBURG

Very truly yours,

PER: C / P

DATE AND HOUR: 12 Apr 2009, 22:00 hrs

Master/Agent

CNS SHIPPING GMBH
 - AS AGENTS ONLY -

RECEIVED BY:

PER:

DATE AND HOUR: 12.04.09 - 2230 HRS

FRANK SCHNEIDER



Letter-19.0

Original to Charterer.
One copy to vessel/Elmira.

PORT LOG**Vessel:** M/T LIQUID CHALLENGE**Voyage #** 103**Loading** ☒**Discharging** ☐**Cargo:** Sulfuric acid

Port: Hamburg, Germany		Terminal: Vopak Dupeg Jetty No. 4	
	Date	Hour	Remarks
End of sea passage.	10 Apr. 09	0800H	
Anchor, continue tanks preparation for loading		0812H	
Start heave up anchor	11 Apr. 09	1140H	
Anchor up. Proceed to pilot station		1155H	
P.O.B., inbound steaming		1345H	
Change pilot at cuxhaven		1625H	
Harbour pilot onboard		1940H	
Tugboat made fast aft		1950H	
First line ashore, commenced berthing		2025H	
Tugboat released		2050H	
All fast, Pilot off		2100H	
Commence deballasting		2110H	
Placed ship's gangway, surveyor, agent onboard		2125H	
Bunker barge alongside		2130H	
Start tank inspection start		2140H	
Bunker hose connected, 1x6"		2200H	
Start receiving MDO		2205H	
Finished Tank inspection/ tank accepted		2210H	
Start safety meeting		2215H	
Finished safety meeting		2230H	
Agent off		2235H	
Surveyor off		2240H	
Finished receiving MDO		2245H	
Start receiving IFO LS		2253H	
Finished receiving IFO LS		2320H	
Start receiving IFO HS		2325H	
Finished receiving IFO HS	12 Apr. 09	0130H	
Bunker hose disconnected		0150H	
Bunker barge left		0215H	
Completed deballasting. Waiting shore/Barge for hose connection/ loading		0315H	
Barge "Crystal Water" alongside		0345H	
Hose connected, 1x6" to common line from Barge		0420H	
Commenced loading from Barge		0515H	
Hoses connected, 2 x 6" to common line from shore		0535H	
Commenced loading from shore		0600H	
temporary stop loading from shore		1605H	
Completed loading from barge		1820H	
Start blowing of hose of barge		1830H	
Completed blowing of hose/ resume loading from shore		1840H	
Hose disconnected from barge		1845H	
Barge "Crystal Water" cast off		1950H	
Start sampling of cargo		2000H	
Completed loading Sulphuric acid		2020H	

Letter-19.0

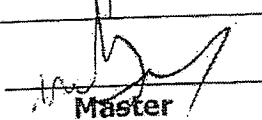
Original to Charterer.

One copy to vessel/Elmira.

Commence air blowing of shore hose		2025H	
Completed air blowing of shore hose		2030H	
Hose disconnected		2050H	
Completed sampling of cargo		2110H	

DELAYS WHILST IN PORT:		
From	To	Reason

TUG REPORT:		
From	To	Name of Tug


Master


Skipper/Receiver

CNS SHIPPING GMBH
- AS AGENTS ONLY



CARGO-MANIFEST

NAME OF SHIP		Port of Loading	Date of sailing
MT " Liquid Challenge " Voy. 12/2009		Hamburg	12.04.09
Nationality of ship	Name of Master	Port of discharge	
Marshall Islands	Capt. Valeriy Ignatov	Moa Bay, Cuba	

1) Shipper 2) Consignee 3) Notify	B/L No.	Marks and Numbers	Description of goods	Gross Weight kos
1. BCT Chemtrade Corp. Grienbachstrasse 17 CH-6300 Zug / Switzerland	1	" Clean on Board "	Sulphuric Acid in Bulk	9 . 9 5 9 . 4 7 5
2. Moa Nickel S.A. Carretera del Puerto S/N Moa, Holguin, Cuba Ph: 53 24 62401 / Fax : 53 24 62010 Attn: Gerardo Garcia - Idania Rodriguez			Contract Number 21058	
3. Moa Nickel S.A. Carretera del Puerto S/N Moa, Holguin, Cuba Ph: 53 24 62401 / Fax : 53 24 62010 Attn: Gerardo Garcia Idania Rodriguez			CNS SHIPPING GMBH - as Agents only - 	

C N S SHIPPING GMBH
HAMBURG

R E C E I P T

I, MASTER OF MT " LIQUID CHALLENGE" HEREWITH CONFIRM HAVING
RECEIVED ON BOARD:

~~1-3 ORIGINAL BILL OF LADING~~

~~1-11/11 COPY BILL OF LADING~~

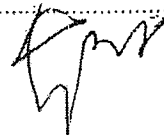
1 CARGO MANIFEST

2 SEALED SAMPLES OF GOODS LOADED

FOR 1 9 . 9 5 9 . 4 7 5 KOS SULPHURIC ACID

HAMBURG/ MOA BAY

DATED: 12.04.09



MASTER OF MT " LIQUID CHALLENGE"

C N S SHIPPING GMBH HAMBURG


STATEMENT OF FACTS

Vessel: "Liquid Challenge" Voy 12/2009 Place/Date: Hamburg, 12.04.09
 Loadport: Hamburg Dischargeport: Moa Bay, Cuba
 Owners: ACE Tankers Cargo: Sulphuric Acid
 Remarks:


EOSP	<u>10.04.09</u>	<u>08.00</u>	<u>hrs</u>	
Dropped anchor	<u>10.04.09</u>	<u>08.12</u>	<u>hrs</u>	<u>occupied berth/tank cleaning</u>
Weighed Anchor	<u>11.04.09</u>	<u>11.55</u>	<u>hrs</u>	
POB	<u>11.04.09</u>	<u>13.45</u>	<u>hrs</u>	
NOR tendered	<u>10.04.09</u>	<u>23.00</u>	<u>hrs</u>	<u>after completion drying tanks</u>
NOR accepted	<u>as per relevant C/P</u>			
First Line	<u>11.04.09</u>	<u>20.25</u>	<u>hrs</u>	
All fast	<u>11.04.09</u>	<u>21.00</u>	<u>hrs</u>	
Name of berth	<u>Hamburg-Petroleumhafen, Inst. VOPAK DUPEG, Jetty 4</u>			
Tanks inspected	<u>11.04.09</u>	<u>21.30</u>	<u>hrs</u>	
Tanks passed	<u>11.04.09</u>	<u>22.10</u>	<u>hrs</u>	
Hoses connected	<u>11.04.09</u>	<u>04.20</u>	<u>hrs</u>	
Commenced loading	<u>11.04.09</u>	<u>05.15</u>	<u>hrs</u>	<u>ex shore tanks & MT "Crystalwater"</u>
Completed loading	<u>12.04.09</u>	<u>20.20</u>	<u>hrs</u>	
Hoses disconnected	<u>12.04.09</u>	<u>20.50</u>	<u>hrs</u>	
Cargo documents on board	<u>12.04.09</u>	<u>22.45</u>	<u>hrs</u>	
Sailed	<u>12.04.09</u>		<u>hrs</u>	

MATE'S RECEIPT
 Cargo as per B/L 9.959.475 kos = Ship's figures

Remarks: deballasting completed: 11.04.09/ 03.15 hrs
Loading ex MT 'Crystalwater': 11.04.09/ 05.15 hrs - hrs


 C N S Shipping GmbH

- as Agents only -


 Master MT "Liquid Challenge"



DR. FINTELMANN UND DR. MEYER GMBH

Consultant Chemists and Cargo Surveyors - Schmitt und Fintelmann

ANALYSEN
GUTACHTEN
FORSCHUNG

MASTER'S RECEIPT OF SEALED SAMPLES

008566

Vessel : "Liquid Challenge"

Location : Hamburg, Vopak - DUPEG 4

This is to certify that I have received to be handed over to the consignee at port of discharge

the following sealed samples :

Cargo	average ex shoretank(s)	composite ex vessel's tank(s)	ex vessel's pipeline(s)	composite ex barges and pipeline
Sulphuric Acid 96%	1.	2 x 0,5 litre	1.	2 x 0,5 litre

Remarks :

FOR RECEIPT ONLY. THE COMPOSITE SAMPLE IS NOT
REPRESENTATIVE FOR THE QUALITY OF THE CARGO LOADED.

The sample(s) are sealed with **S&F Hamburg** 14

The sample(s) handed over to you with this receipt - on request of our customer - may contain dangerous good(s). Dr. Fintelmann und Dr. Meyer GmbH cannot be held responsible for unsafe transport, storage and disposal !

Master/Chief Mate : _____

Date / Time

12.04.2009

Surveyor : von Glinowietzki

Signature : _____

22:30

Signature : _____

EXHIBIT B

Letter-01.0



NOTICE OF READINESS (*Loading*)

Ship: LIQUID CHALLENGE

Voy: 103 /BCT #12

Port: HAMBURG, GERMANY

Date: 10th April 2009

Dear Sirs,

Please be advised of the arrival of the above named Vessel in the Port of HAMBURG at 23:00 hours today, April 10th 2009.

The Vessel is in every respect, and in accordance with C/P dated 20 Nov. 2008, ready to commence loading, and is hereby nominating the following quantities (*insert cargo no, nominated quantity and cargo name*):

- 10,000 MT Sulphuric Acid

Laytime to commence in accordance with terms and conditions of the above mentioned Charter Party. Please acknowledge receipt of this Notice of Readiness by signing and returning duplicate copies herewith.

This letter is tendered without prejudice to my notice(s) of Readiness sent on April 10th at 23:00 hours by Fax/E Mail/Telex.

TENDERED TO: Vopak-Duepg, Hamburg

PER: C / P

DATE & HOUR: 10 Apr. 2009, 23:00 hrs

Very truly yours,


Master/Agent

RECEIVED BY: CNS SHIPPING GMBH

PER: - AS AGENTS ONLY -

DATE AND HOUR: ACCEPTED AS PER C/P

EXHIBIT C

Letter-16.0



CERTIFICATE OF CLEANLINESS

Ship: MT LIQUID CHALLENGE

Voy: 103

Port: Hamburg, Germany

Date: 11 April 2009

This is to certify that I/we have on (date and time) 11.04.2009, 22:10 inspected

the vessel's tank(s): 2W / 3W / 5W / 7W / 9W / 11 W

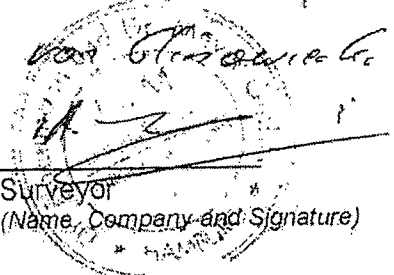
as well as lines and pumps and found same to be clean, drained, empty and therefore suitable for transport of (insert cargo no, quantity and cargo name):

~~Heating coils are pressure tested at (pressure) 5.0 Kg by means of (specify;~~
~~water, oil, nitrogen, steam)~~ Air

CARGO : SULPHURIC ACID

Heating coils blanked off (Yes/No): Yes

Remarks:


Surveyor
(Name, Company and Signature)



Letter-35.0
Issued on: March 2006

SHIP/SHORE OPERATIONAL AGREEMENT

M/T LIQUID CHALLENGE

Voy No 103

Terminal: PARCE #4

Date: 11 APR 09

Cargo: SULPHURIC ACID

Quantity 10,000 MT

Dens: _____ Temp: _____ Pour Pt: _____ IMO No: _____ Un No: _____

	SHIP	SHORE
TANKS		
LINES/MANIFOLDS	Available Diameter <u>6"</u>	Diameter Length
IDENTIFY THE CONNECTIONS	No Manifold <u>2 x 6"</u>	<u>SAME</u>
EMERGENCY STOP PROCEDURES		
COMMUNICATIONS	<u>VERBAL</u>	<u>SAME</u>
RATE (max./loading/discharging/topping)	<u>4700 MT/Hr</u>	<u>500 MT/Hr</u>
PRESSURE (BAR)	<u>7.0 KG</u>	<u>5 KG</u>
BOOSTER PUMP	<u>/</u>	<u>/</u>
NOTICE for STOP (minutes)	<u>NO MIN</u>	<u>30 Min</u>
STOP LOAD/DISCHARGE (order)		
VENTING SYSTEM	<u>PI valve</u>	<u>/</u>
RESTRICTIONS	<u>/</u>	<u>/</u>

Tendered to :

Received by :

Per:

Per:

Date and time:

Date and time:

CNS SHIPPING GMBH
-AS AGENTS ONLY



Letter-12.0

M/T LIQUID CHALLENGVOY : 103 DATE : 11 APR 09PORT : HAMBURG

TO : SHORE INSTALLATION / RECEIVERS / CARGO SURVEYOR

LOADING INSTRUCTIONS

Dear Sirs,

For sake of good order, I ask you please to acknowledge receipt of this letter detailing requirements on my part, as well as on the part of the charterers and other parties concerned, connecting with loading operation at your terminal.

[] 1 Please arrange that all cargo over board and seavalves to be sealed by your representative and or independent surveyor and relevant certificate in this respect to be issued and delivered to the vessel.

[] 2 Prior and after loading you are invited to conduct bunkers survey jointly with vessel's Chief Engineer. Otherwise Chief Engineer will measure the bunkers himself and the quantities ascertained will be binding for all parties.

[✓] 3 Immediately upon commencement of loading, I request you to arrange to take sample from: a. shore line, b. ship's manifolds and c. ship's first loaded tank, which after having properly sealed must be delivered to the vessel. Otherwise Chief Officer will take cargo samples himself and the same will be binding for all parties.

[✓] 4 On completion of loading, a joint sampling operation must be carried out and minimum.....X 1 litter/containers of cargo, properly sealed composite samples, from vessel's tanks have to be handed over to the vessel, one of which is to be delivered to cargo receivers at discharging port.

[✓] 5 As per charter party and relevant voyage instructions, cargo quantity to be supplied is.....

[] 6 The loading rate requested by vessel is.....M3/H which will be reduced to.....M3/H during topping off.

[✓] 7 As agreed, the loading to be terminated by Shore / Ship order.

[] 8 Maximum accepted cargo temperature (heated cargoes) as per C/Party is.....C or F

[✓] 9 Apart from providing vessel's own set of cargo documents please arrange, per charterer's instructions, to place onboard one full set of documents which are to travel with ship's bag.

[✓] 10 The cargo documents, duly signed, should be delivered to the vessel (Master) withinhours from disconnection of hoses. Any delay would be claimed as detention.

[✓] 11 You are kindly requested to hand over to the vessel's Chief Officer before loading commencement, one full set of cargoes Material Safety Data Sheet.

[] 12 _____

[] 13 _____

[] 14 _____

Truly yours

CNS SHIPPING GMBH
-AS AGENTS ONLY-

Capt.....
Master

TERMINAL / SHIPPER'S REPRESENTATIVE

CARGO SURVEYOR



DR. FINTELMANN UND DR. MEYER GMBH

Consultant Chemists and Cargo Surveyors – Schmitt und Fintelmann

ANALYSEN
GUTACHTEN
FORSCHUNG**Certificate of Cleanness**

008566

Vessel : "Liquid Challenge"

Location: Hamburg, Vopak - DUPEG 4

This is to certify that we have today inspected the following tank(s) :

Tank(s)	Cargo to be received	Last cargo	Last but one cargo	Last but two cargoes	Coating Stainless Steel
2 P/S	Sulphuric Acid	Sulphuric Acid	Soybean Oil	Caustic Soda	Stainless Steel
3 P/S	Sulphuric Acid	Molasses	Sulphuric Acid	Tallow Feed Sol.	Stainless Steel
5 P/S	Sulphuric Acid	Molasses	Sulphuric Acid	Soybean Oil	Stainless Steel
7 P/S	Sulphuric Acid	Molasses	Sulphuric Acid	Soybean Oil	Stainless Steel
9 P/S	Sulphuric Acid	Molasses	Sulphuric Acid	Yellow Grease	Stainless Steel
11 P/S	Sulphuric Acid	Molasses	Sulphuric Acid	Caustic Soda	Stainless Steel

We found - by visual inspection only - these tank(s) **clean and dry**
and insofar **suitable** to receive the cargo concerned.

In view of the limited checking possibility of our visual inspection, the vessels/installations management is solely responsible for the cleanness and serviceability of the pumps and lines.

The resistance of the coating can only be confirmed by the manufacturer.

For any condensation and resurgent odours during the time between the inspection and loading operations we are not to be held responsible.

Other remarks:

Final acceptance of tanks after release of first foot sample.

The density of the 96% Sulphuric acid is 1.8410 kg/l at 15° C in air.

The correction factor is 0.001.

Master/C.M. : *Gerhard E-R* Date / Time

11.04.2009

Signature : *[Signature]*

22:10

Surveyor : von *Simowietz*Signature : i.A. *[Signature]*

EXHIBIT D



Patroula Syriopoulou <p.syriopoulou@elmira.com.gr>

LIQUID CHALLENGE (REF:090BE9800)

Doric Shipbrokers S.A. <tankers@doric.gr>
To: operations@elmira.gr

Wed, May 27, 2009 at 4:07 PM

TELEX MSG: 0BE98-00 27/05/09 16:07

DORIC SHIPBROKERS S.A. - ATHENS, GREECE
TEL: +30 210 9670970 - FAX: +30 210 9670985

att: ops

from charrs

qte

MT LIQUID CHALLENGE / ACE TANKERS - C/P 15.01.2009

Please find below Ace's reply :

Ref: 270509-HT00002070 - Henk Turenhout.

Good afternoon Lisbeth,

Ref below, we do agree with Owners that we should not be entitled to deduct a possible future cargo claim from hire.

As a result of the alleged contamination of Sulphuric Acid in Hamburg however vessel is considered off hire in Hamburg for the delay after departure, furthermore Charterers are deprived from the full use of the vessel as from departure MOA and consequently are entitled to deduct losses resulting from this (partial) off hire from next hire payment accordingly as follows:

Off Hire Hamburg

Delay at anchorage: 13/4 08:10 - 18/4 00:30 = 4.6806 days = USD 51,954.
66

Bunkers used during off hire Hamburg

LSHFO 8.7 MTS at USD 303.00 PMT = USD 2,636.

10

LSMDO 7.8 MTS at USD 442.00 PMT = USD 3,447.

60

Estimated partial off hire as from departure MOA:

Total cargo carrying capacity assumed to be 11000 MTS

Off spec cargo expected to be discharged 31/5 01:00

(5/5 01:00 - 31/5 01:00) x 1740.808 MTS/11000 MTS = USD 45,672.

45

Total estimated losses

= USD 103,710.

81

A complete off hire claim will be issued accordingly and a reservation for the above in the amount of USD 100,000.00 will be deducted from next hire payment accordingly.

Meantime Charterers reserve the right to revert with a complete cargo claim towards Owners resulting from the alleged contamination of Sulphuric Acid with Molasses.

Kind regards,

Henk

Henk Turenhout
Ace Tankers - Operations Manager
Phone : +31 20 717 97 97 (switchboard)
Phone : +31 20 717 97 92 (direct)
Fax : +31 20 717 97 82
E-mail: operations@ace-tankers.com
Mobile: +31 653248458
P Save paper, ARCHIVE instead of printing your emails

<----- Original Message ----->
From: Lisbeth Jørgensen <acidchem@acidchem.dk>
To: ACE Tankers <claims@ace-tankers.com>; ACE Tankers
<accounting@ace-tankers.com>;
Received: 26-5-2009 14:58:55
Subject: [HT] LIQUID CHALLENGE

FROM: ACIDCHEM CHARTERING APS
DATE: 26-05-2009 14:39:38
REF : LJ2065923

att Cees + Andrea

MT LIQUID CHALLENGE / ACE TANKERS - C/P 15.01.2009
--- hire

from owners

IMPORTANT

Owners received Charterers' message dated 26th May 2009 regarding a provisional claim in the total amount of US \$ 842,185.00 resulting from the alleged cargo contamination in tanks nos. 5 P / 5 S.

Cause of the alleged claim has not yet been established and the figures presented are totally unsupported.


In any case Charterers are not entitled under the c/p terms (clause 9) to set-off / deduct the alleged claims for lost freight, income and time from hire.

Thus Chrrs should revise asap their soa and proceed with payment of the current hire due on 27/5/09.

Chrrs swift confirmation/payment is URGENTLY required.

Tks & Rgds
Patroula
++

Brgds
Lisbeth

 70002_msg.htm
10K



HIRE STATEMENT

LIQUID CHALLENGE

STATEMENT NUMBER	:	9		
OWNER	:	ELMIRA SHIPPING AND TRADING SA		
TIME CHARTER DATE	:			
DATE OF PAYMENT	:			
HIRE PERIOD	:	FROM 27/5/2009 0:00:00	UNTILL 12/6/2009 0:00:00	
HIRE DAYS VOYAGE		16,00	PDPR 11.100	USD 177.600,00
COMMUNICATION EXPENSES				550,00
ADDRESS COMMISSION		-1,25%		-2.220,00
BROKERS COMMISSION		-2,50%		-4.440,00
INV 71123				-9.800,31
RESERVATION FOR LOSSES RESULTING FROM OFF HIRE AND OWNERS BREACH OF TC/P CLAUSE 10				-100.000,00
DUE TO OWNERS				61.689,69

Remittance:

Name : ELMIRA SHIPPING AND TRADING

Address: 7 FRAGOKLISSIAS Street , Maroussi 151 25, Athens , Greece

IBAN - A/c: 038-016465-036

Bank swift code: MIDL GR AA

bank name: HSBC Bank PLC

bank address: Halandri Branch, 8 Eleftheroton sq, GR 152 32, Halandri, greece

Tower D Level 10

Strawinskylaan 1057

1077 XX Amsterdam

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